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1 A -- because it was still hot outside, so --
 2 Q If I asked you whether it was June, July,
 3 or August, would you be able to differentiate?
 4 A I would say, between one of those three.
 5 It was in that time period.
 6 Q But you can't be more specific?
 7 A I can't be sure, no.
 8 Q So, Roseanne talked to you about the
 9 foreclosure?
 10 A Well, she said that the property was going
 11 into fore -- would be going into foreclosure. And
 12 she said that -- she showed me the amount of taxes
 13 that were due on it. And she said it was
 14 probably -- she probably could have somebody -- she
 15 knew somebody that could probably help me out with
 16 it.
 17 Q These papers that -- she showed you
 18 papers?
 19 A No, not at that time, she didn't show me
 20 any papers.
 21 Q That's what I want to know.
 22 A She just talked to me about it --
 23 Q All right.
 24 A -- and wanted to know if I would be
 25 interested. Well, I told her, at that time, that I

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1 wouldn't be interested in selling the property, but
 2 I would be interested in finding some kind of
 3 resolution to the problem, if it were possible.
 4 Q Did she give you any papers that day, the
 5 first day that she was there?
 6 A Maybe one of her cards. Maybe a card.
 7 Whether I -- or she said --
 8 Q Are we in the maybe/probably?
 9 A Well, I'm saying, I think she gave me one
 10 of her cards --
 11 Q Other --
 12 A -- and --
 13 Q I'm sorry.
 14 A -- and then she said that she would be
 15 contacting me later. She got -- she took our
 16 number. And then she said that we -- you know, she
 17 would be contacting me later.
 18 Q So, you believe she gave you a card?
 19 A Um-hmm.
 20 Q Yes?
 21 A Yes.
 22 Q Did she give you any other papers that
 23 first day?
 24 A No.
 25 Q No?

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1 A No, not that I can recall.
 2 Q How many times -- between that day and the
 3 time that you closed at John Meckstroth's office on
 4 the sale, how many times did you meet Roseanne
 5 Christian?
 6 A She came there several times. Several
 7 times. More than -- more than -- more than three.
 8 More than three, I know.
 9 Q The times that she came back --
 10 A Um-hmm.
 11 Q -- did she call you ahead of time?
 12 A Sometimes, sometimes not.
 13 Q Did she come in your house uninvited
 14 another time?
 15 A No. I mean, she usually rang the doorbell
 16 after that point.
 17 Q At any point, did she give you any papers
 18 other than a card?
 19 A Yes.
 20 Q Tell me about that. What did she give
 21 you?
 22 A Well, first -- I think, at first she gave
 23 me a -- information on who, you know -- who may be
 24 involved with what's going on. She gave me
 25 information on Mr. Bigelow.

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1 Q I'm talking about papers she gave you.
 2 What did she give you?
 3 A She gave me some estimates on what -- you
 4 know, the amount of money I could get -- or she gave
 5 me some information on what I might have to pay, I
 6 think. And then she said that Mr. --
 7 Q Can I --
 8 A I mean, I don't know --
 9 Q Just answer the question. I don't want to
 10 interrupt you.
 11 A She gave me -- she gave me certain papers.
 12 I don't know exactly what they were. Okay?
 13 Because, after that time, I was given other papers.
 14 After I met Mr. Bigelow, I was given other papers.
 15 Now, I don't know what the papers were that she gave
 16 me and what the papers were that Mr. Bigelow talked
 17 to -- me and Mr. Bigelow discussed.
 18 Q Do you still have any of these papers?
 19 A No. They were given to my lawyer.
 20 Q So they've all -- you don't have anything
 21 that hasn't been given to your attorney, in terms of
 22 papers?
 23 A Not that I can recall. If I do, you know,
 24 he -- he would let he know.
 25 Q Did Ms. Christian make any specific

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1 proposals to you about what you could do to get out
 2 of this problem?
 3 A She talked about a friend. And she
 4 brought a proposal from him to me. That being that
 5 I would enter into a land contract and then pay that
 6 land contract back --
 7 Q This was in writing?
 8 A -- at the end of the two years.
 9 Q This was in writing, what you're talking
 10 about?
 11 A Well, that was a proposal, not only with
 12 Roseanne, but also with Mr. Bigelow.
 13 (Defendants' Exhibit 11 marked
 14 for identification.)
 15 BY MR. LEWIS:
 16 Q Mr. Curtis, I want to show you what's been
 17 marked for identification as Exhibit 11. Do you see
 18 that?
 19 A Uh-huh.
 20 Q Is that your signature down there at the
 21 bottom?
 22 A Yes, it is.
 23 Q Did you sign this document?
 24 A Yes, it is. Yes, I did.
 25 Q Now, where were you when you signed this?

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1 A I'm pretty sure that I -- I was at my
 2 dining room table.
 3 Q Okay. So, you were at home?
 4 A Yes.
 5 Q Was it signed by you on August 2nd of
 6 1999?
 7 A I don't know. I know I was -- I signed
 8 it. Because we didn't put a date there, I don't
 9 know when we signed it.
 10 Q Well, how -- tell me approximately how
 11 long it was between the time that Roseanne Christian
 12 was first at your house --
 13 A Um-hmm.
 14 Q -- you with me -- until the time that
 15 Exhibit 11 was signed by you?
 16 A I can't say, because it was several times.
 17 So I can't say --
 18 Q Uh-huh.
 19 A -- when it was. I know it was signed, but
 20 I can't say how long that was because it was -- it
 21 was a period of time, and a lot of things transpired
 22 within that time.
 23 Q Are you able to approximate it, at all, in
 24 terms of the time frame?
 25 A No, I wouldn't do that. I'm not sure.

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1 I'm not sure.
 2 Q Do you believe it was more than six
 3 months?
 4 A No, I don't think it was that long. I
 5 don't think it was that long.
 6 Q Do you believe it was more than a month?
 7 A I'm not sure. I'm not sure.
 8 Q In terms of where you were when this
 9 contract was signed, do you remember being asked
 10 about that when you gave your prior deposition?
 11 A Yeah.
 12 Q If you would, turn to page 44. At line 6,
 13 a question is asked: Is that a document that you
 14 signed on, what is it, August 2nd or 3rd of 1999?
 15 Do you see that question?
 16 A Um-hmm.
 17 Q You were asked that question?
 18 A Yes.
 19 Q You were being asked about this contract,
 20 weren't you?
 21 A I guess. I guess. I'm not sure. I guess
 22 it was.
 23 Q Was there some other document you signed
 24 on August 2nd or 3rd, 1999, sir?
 25 A No. No --

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1 Q All right.
 2 A -- not that I know of.
 3 Q So, you believe you were talking -- you
 4 were being asked about this document, Exhibit 11?
 5 MR. BLESSING: Well, I mean, you've marked
 6 this one. This is Exhibit 1, looks like, to
 7 the Curtis deposition. And on the previous
 8 page, and going over to page 44, the reference
 9 is to Exhibit 1. So, it --
 10 MR. LEWIS: Okay.
 11 MR. BLESSING: -- we won't have to guess
 12 about what was being talked about.
 13 MR. LEWIS: Thank you. I appreciate that.
 14 BY MR. LEWIS:
 15 Q So, we've established that you were being
 16 asked about Exhibit 1; right?
 17 A Right.
 18 Q Then, do you remember being asked, at line
 19 10: Would that have been signed at your home?
 20 Do you see that question?
 21 A Um-hmm.
 22 Q Yes?
 23 A Um-hmm.
 24 Q It's -- I'm having -- the uh-huh doesn't
 25 translate.

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1 A Yes. Yes.
 2 Q Your answer was: I don't know. I don't
 3 know if it was signed at my home or was it signed
 4 down there with the other things that were signed.
 5 I'm not sure. It could have all been signed
 6 together. I'm not sure.
 7 A Um-hmm.
 8 Q Right? That was your testimony then?
 9 A Right.
 10 Q Then the question was: So it could have
 11 been signed at the closing is what you're saying?
 12 And then your answer was: It could have
 13 been.
 14 A Um-hmm.
 15 Q That was your testimony then, wasn't it?
 16 A Um-hmm.
 17 Q Yes?
 18 A Yes.
 19 Q Now, who prepared this document,
 20 Exhibit 11?
 21 A Well, I don't know who prepared it. It
 22 was already pretty well put together when I got it,
 23 that -- as far as I know of. We -- I think certain
 24 things were put on there afterwards. I'm not sure
 25 about that. But I know, you know, it was -- most --

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1 some of these things were already written in.
 2 Q Are you claiming that things were added to
 3 this contract after you signed it?
 4 A Oh, no. I don't know. I don't mean that.
 5 I don't know if it was, or not. I don't -- I can't
 6 say that or say it -- no.
 7 But what I'm saying is, as far as I know,
 8 certain things were there -- were already -- you
 9 know, when I got the contract, certain things were
 10 already on it. That's what I'm saying. When I --
 11 when I received the contract, like, certain things
 12 were already on it, certain things were already
 13 filled in.
 14 Q When you signed the contract on
 15 August 2nd of 1999, this is how it was -- all --
 16 this is how the contract was, all of these terms
 17 were in there; is that correct, sir?
 18 A I'm not sure. I'm not sure. I'm not
 19 sure.
 20 Q But you're not claiming anything was added
 21 after you signed this, are you, sir?
 22 A I'm not saying anything. I'm not sure all
 23 these things were there. I'm not sure.
 24 Q Well, what do you think wasn't there?
 25 A That's what I'm saying. I'm not sure.

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1 Q Did you read the contract before you
 2 signed it?
 3 A Yes. But that was then. And I don't
 4 remember if all these things were there.
 5 Q Who was in the room with you when this
 6 contract was signed?
 7 A My wife and -- I can't remember -- I don't
 8 know if Roseanne was there, or not. I'm -- I think
 9 she was. I'm not sure. I'm not sure of all the
 10 people that were there.
 11 Q Was Mr. Bigelow in the room when you
 12 signed this contract?
 13 A I don't think so. I'm not sure.
 14 Q Had you met Mr. Bigelow, before this
 15 contract was signed?
 16 A Yes.
 17 Q How many times had you met him?
 18 A At least once. At least once. I'm not
 19 sure how many more times. But I met him in walking
 20 around the property. And, at that time, I told him
 21 I wasn't interested in selling the property. In
 22 fact, we shook hands on that, as agreement.
 23 Q So, you told Mr. Bigelow, before
 24 August 2nd of 1999, that you didn't want to sell the
 25 property?

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1 A Right.
 2 Q Then, you understand, don't you, sir, that
 3 on August 2nd, 1999, you signed a contract to sell
 4 the property?
 5 A Well, that --
 6 MR. BLESSING: Objection.
 7 MR. LEWIS: I'm asking for his
 8 understanding.
 9 MR. BLESSING: Objection to the form and
 10 to the characterization of his testimony that
 11 he signed this document on August 2nd, 1999.
 12 MR. LEWIS: Okay. Let me rephrase it.
 13 BY MR. LEWIS:
 14 Q When you signed this contract to purchase,
 15 Exhibit 11 --
 16 A Right.
 17 Q -- did you understand that you were
 18 selling the property?
 19 A Well, what I understood, that it was a
 20 formality that had to be done so he could get the
 21 taxes and all those things done. But as far as me
 22 actually losing the property, no, I did not have
 23 that understanding.
 24 Q Did you understand, when you signed this
 25 contract to purchase, that you were selling the

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1 property to Mr. Bigelow?

2 A What I understood is that this was a

3 formality for him to go ahead and get the taxes paid

4 and do the work so I could get the money for the

5 property, but I would be able to continue to have

6 the property and re -- and get the property

7 reinstated to me. That was my understanding.

8 Q So, what you understood was that you were

9 selling the property to him, but that you could

10 continue to live there, and then later you could get

11 the property reinstated to you; is that accurate?

12 A Yes. In other words, I would not lose the

13 property.

14 Q But you did understand, when you signed

15 this contract, that at that time you were selling

16 the property to him; correct?

17 A Well, what I -- just like I said --

18 Q Could you answer the question? Then you

19 can explain.

20 MR. BLESSING: Excuse me. Excuse me. I

21 think he is answering the question. Please

22 don't interrupt.

23 A What I was saying to you is that I was

24 under -- my understanding to this was that it was a

25 transfer, okay, of the property from myself to him,

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1 for the purpose of taxes and repairs and the other

2 things, not for anything else other than to go ahead

3 and allow him to pay these things, because,

4 therefore, the property would be in his name. And

5 after I have fulfilled the contract, the property

6 would be reinstated to me. So, it wasn't about --

7 it really wasn't about me becoming a tenant or

8 anything else. I was supposed to be continually

9 having the right to purchase and own this property.

10 Q This transfer that you just referred to,

11 to Mr. Bigelow, you understood that to be a sale,

12 and then --

13 A No, I --

14 Q -- let me finish -- you understood that to

15 be a sale, and then you understood, later on, you'd

16 be able to repurchase it from him; is that accurate?

17 A Well, no. What I knew -- what it was, is

18 for me to transfer this property to his name, okay,

19 and to -- at the end of this time, when he got the

20 taxes and everything straight, that I would be able

21 to, at a particular price, have this property

22 transferred back into my name.

23 THE REPORTER: May I have a moment to

24 change paper, please?

25 (Brief recess taken.)

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1 MR. LEWIS: Back on the record.

2 BY MR. LEWIS:

3 Q Mr. Curtis, back to Exhibit 11, which you

4 have in front of you. You can't recall who wrote --

5 who filled those contract terms in; is that

6 accurate?

7 A That's correct.

8 Q Now, there are some initials up toward the

9 top of the document.

10 A Yes.

11 Q Do you see?

12 A Yes.

13 Q Do your initials appear there?

14 A Yes, they do.

15 Q So, why did you put your initials on this,

16 in addition to signing it, the contract?

17 A I can't recall whether it was for the

18 information put in above here or whether it was for

19 the information below there. I can't remember

20 which -- which it was for.

21 Q Right. This provision here, where it

22 says, Seller to lease option property for 2 years to

23 repurchase for 37,000 at end of 2 years from this

24 date of closing, do you see that language?

25 A Yes, I do.

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1 Q Do you know who requested that that

2 language be put in there?

3 A No, I can't recall.

4 Q You don't know if that was your request,

5 your idea, or someone else's?

6 A I can't recall.

7 Q You had -- before you signed this contract

8 to purchase, you had signed leases before, hadn't

9 you --

10 A Yes.

11 Q -- at other properties where you rented

12 properties?

13 A No, I -- yes, I had.

14 Q You knew what the difference -- you knew

15 there was a difference between a lease and a

16 contract to purchase, didn't you?

17 A At the time, I didn't know exactly -- I'm

18 not sure about this. Because, like I said, I don't

19 know if I initialed the thing at top or to -- for --

20 whether I initialed the thing for that (indicating).

21 Q That wasn't the question. At the time

22 that you signed this, did you know that there was a

23 difference between a lease and a contract to

24 purchase?

25 A Oh. Well, I don't know whether I put this

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1 in or if I was initialling this. I don't know this
2 particular thing -- about this particular stuff
3 here. So, I -- I can't -- what I'm saying is, as
4 far as a lease and a contract to purchase, I knew
5 the difference, but it didn't have anything to do
6 with this.
7 Q Answer my question.
8 A Yeah.
9 Q Try to listen to my question.
10 A Yeah, it didn't have anything to do with
11 this.
12 Q At the time that you signed this document,
13 you knew there was a difference between a lease and
14 a contract to purchase --
15 A Yes, but it --
16 Q -- correct?
17 A It didn't have anything to do with this.
18 Q All right.
19 A That's what I'm saying.
20 Q You knew there was a difference, didn't
21 you, between a lease and a land contract?
22 A I'm not sure. Yes -- I mean, because
23 basically, I was involving myself in a land
24 contract. That's what the agreement was.
25 Q So, at the time that you signed this

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1 contract to purchase, did you understand that a
2 lease was different than a land contract?
3 A I can't say. I don't -- what I'm saying
4 is, is that this, what I understood, had nothing to
5 do with what I was supposed to be doing with
6 Mr. Bigelow.
7 Q I'm not asking that. I'm asking you what
8 you understood at the time. At the time you signed
9 this, was it your understanding that a lease was
10 different than a land contract?
11 A Okay. What I'm saying to you is that,
12 even though I knew the difference --
13 Q That's what I'm asking you. Can you --
14 A It had -- it had nothing to do with what I
15 was actually supposed to be going into with
16 Mr. Bigelow.
17 Q But you knew there was a difference
18 between a lease and a land contract; correct?
19 A I knew that there was a difference, but it
20 had --
21 Q Thank you.
22 A -- no bearing on what I was supposed to be
23 doing with Mr. Bigelow.
24 Q All right. We'll get to that. Okay.
25 Now, if you take a look at Exhibit 11

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1 here, is it your understanding that you were to
2 receive \$10,000 cash at closing?
3 A Yes.
4 MR. BLESSING: Are you asking, when, was
5 it his understanding? When he signed it?
6 MR. LEWIS: Yeah, as of -- yeah, as of,
7 you know, when you signed the contract, okay,
8 your understanding of the transaction, then,
9 August 2nd, 1999. Okay?
10 THE WITNESS: Um-hmm.
11 BY MR. LEWIS:
12 Q Was that your agreement, that you were to
13 receive 10,000 as cash at closing?
14 A Yes.
15 Q Yes? And buyer -- and you knew
16 Mr. Bigelow was the buyer; right?
17 A Well, yes.
18 Q Buyer to repair roof and porch after
19 closing. Buyer to pay all costs. Was that your
20 agreement?
21 A That was my -- what I understood.
22 Q Also cost and attorney fees.
23 A That's correct.
24 Q That was your agreement?
25 A That was my agreement.

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1 Q Buyer to satisfy back taxes.
2 A Yes.
3 Q That was your part of the agreement;
4 right?
5 A Right.
6 Q Then, Seller to lease option property for
7 2 years to repurchase for 37,000 at end of 2 years
8 from this date of closing. Was that part of your
9 agreement?
10 A Well, my agreement -- see, that's what I'm
11 saying. I initialed this here, up here. So, I
12 can't remember if I -- that was the agreement here,
13 or when this agreement was. I initialed it. But I
14 didn't know whether I initialed it above here, to
15 agree to the seller/buyer situation, or this other
16 stuff. That's what I'm saying.
17 Q When you signed Exhibit 11 --
18 A Yes.
19 Q -- was the sentence in there that I just
20 read to you, seller to lease option --
21 A I can't --
22 Q Let me finish, okay?
23 MR. BLESSING: You've asked that question
24 twice already --
25 MR. LEWIS: Well --

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1 MR. BLESSING: -- and he answered.
 2 MR. LEWIS: He's talking about initials
 3 now. Is that correct?
 4 MR. BLESSING: Excuse me. He answered
 5 both times that he is not certain.
 6 MR. LEWIS: Okay.
 7 MR. BLESSING: It's the previous question
 8 asked, same answer given both times.
 9 MR. LEWIS: Could you just please make an
 10 objection and not be -- I got chastised for
 11 coaching a couple times the other day, so --
 12 BY MR. LEWIS:
 13 Q Is it your testimony that you don't know
 14 whether that sentence was in this contract at the
 15 time that you signed it?
 16 A I do not remember. That's what I'm
 17 saying.
 18 Q Was that your understanding of the
 19 transaction, that you were going to have an option
 20 to lease for two years and then you could repurchase
 21 for 37,000 at the end of two years?
 22 A My understanding was that I was supposed
 23 to be entering into a land contract. That was my
 24 understanding.
 25 Q Then, that was your understanding before

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1 you signed this contract on August 2nd?
 2 A That was my understanding.
 3 Q Why didn't you request that language be in
 4 that contract, saying that a land contract would be
 5 prepared?
 6 A Well, because that was my understanding,
 7 that a land contract would be prepared.
 8 Q So, why didn't you request that that
 9 language be inserted in this contract?
 10 A Because that was my assumption, that the
 11 land contract would be done.
 12 Q Did you request, before you signed this
 13 contract, that language about a land contract be
 14 included in the contract?
 15 A Well, that was my understanding.
 16 MR. BLESSING: That's not his question.
 17 MR. LEWIS: Listen to my question.
 18 MR. BLESSING: He said, did you request
 19 inclusion of that language?
 20 A Oh, not on here --
 21 Q All right.
 22 A -- no, because that was my
 23 understanding --
 24 Q So, you had --
 25 A -- that that would be prepared at closing.

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1 Q So you had an understanding, in your mind,
 2 that that was going to be a separate document, that
 3 a land contract would be signed --
 4 A Yes.
 5 Q -- later --
 6 A Yes.
 7 Q -- is that right?
 8 A Yes. That was -- that was the agreement,
 9 for me to go ahead and transfer the property and
 10 everything at this time. That was the agreement.
 11 Q According to you, that was a verbal
 12 agreement between you and Mr. Bigelow, that a land
 13 contract would be signed later; right?
 14 A That was at -- before -- yes, at the
 15 closing, that was the agreement.
 16 Q Okay. That was a verbal agreement between
 17 you and Mr. Bigelow; right?
 18 A Well, that was the understanding. And
 19 that was the reason why I even got involved with
 20 this. Because I had no intention of relinquishing
 21 my property. So, this was supposed to be a paper
 22 thing to go ahead and transfer the property into
 23 Mr. Bigelow's name so I could go ahead and get the
 24 taxes and everything paid on it, so that I would
 25 still remain in the property and be able to go ahead

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1 and keep the property. That was the understanding.
 2 Q You had, according to you, a verbal
 3 agreement -- you know what verbal means, don't
 4 you --
 5 A Yes.
 6 Q -- not written, verbal agreement with
 7 Mr. Bigelow --
 8 MR. BLESSING: Objection.
 9 Q -- that a land contract would be signed
 10 later?
 11 A Well, we -- we shook hands on it.
 12 Q Okay. Could you --
 13 A That was -- that was the agreement.
 14 Q Mr. Curtis --
 15 A Okay, that --
 16 Q -- try and listen to my question and
 17 answer it. You can explain, if you want. But it's
 18 a simple question.
 19 Did you have a verbal agreement with
 20 Mr. --
 21 A Yes.
 22 Q -- Bigelow that a land contract would be
 23 signed later?
 24 A Yes --
 25 Q All right.

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1 A -- at the closing. That was the
2 agreement.
3 Q Was it your understanding that this land
4 contract would allow you to stay in the premises?
5 A That's correct.
6 Q Right? And that you were going to pay
7 \$350 a month; was that your agreement?
8 A That was agreed.
9 Q Okay. And that, according to you, this
10 was -- was the land contract going to say that at
11 the end of two years, you could repurchase the
12 property for \$37,000? Was that your agreement?
13 A That's what -- that's what was my
14 understanding.
15 Q All right. So, you're saying, that's what
16 the land contract was supposed to say?
17 A Absolutely.
18 Q All right. But it's the same thing that
19 this contract to purchase says.
20 A Okay. But I -- like I'm saying, I don't
21 remember these things. I don't know what -- whether
22 I signed my signature, the initials, to the above or
23 the below.
24 Q But that provision, that's what you agreed
25 to and that's what you thought was going to be in

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1 the land contract, that you could lease it for two
2 years and then you would have the option to
3 repurchase for 37,000 at the end of two years? Was
4 that your agreement?
5 A Well, I'm not sure about this. My
6 agreement was that the property be transferred into
7 his name; then we would have a land contract so that
8 he couldn't sell any -- sell the property. Okay?
9 Therefore, I could go ahead and retain the property
10 until the agreement of the land contract was filled.
11 Q Then, when that land contract was
12 prepared, did you understand that it would include
13 the provision that you could repurchase the property
14 for \$37,000 at the end of two years?
15 A That was the agreement.
16 Q You're saying that was supposed to be in
17 the land contract?
18 A That -- those things were in the land
19 contract.
20 MR. BLESSING: Gary, when you get to an
21 appropriate --
22 MR. LEWIS: This is a good time.
23 MR. BLESSING: It is?
24 MR. LEWIS: Absolutely.
25 (Lunch recess taken from

1 12:21 to 1:28 p.m.)
2 BY MR. LEWIS:
3 Q Mr. Curtis, back on the record. Do you
4 still have Exhibit 11 in front of you, sir?
5 A Yes.
6 Q The \$10,000 that's referred to, seller to
7 receive \$10,000 --
8 A Um-hmm.
9 Q -- how was that number arrived at?
10 A Well --
11 MR. BLESSING: Excuse me. Are you asking
12 him how did the writer arrive at it, or was it
13 discussed beforehand?
14 MR. LEWIS: That's -- option B is what I'm
15 asking him.
16 MR. BLESSING: Okay.
17 A Well, it was a matter of information that
18 was given to me from Mr. Bigelow as to that would be
19 the amount that he would be able to give me.
20 Q Tell me about that conversation. What did
21 he say to you?
22 A Well, he told me that, in getting the
23 transfer of this property and stuff, that he would
24 give me the \$10,000 at closing so -- as a securing
25 of this property for the amount of tax that he was

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1 supposed to have for, I guess, the two-year period.
2 Q So, your recollection is that Mr. Bigelow
3 suggested the \$10,000 first? He is the one that
4 brought that number up?
5 A I -- we discussed a sum that would be
6 good --
7 Q All right. Well --
8 A -- and that was the sum that he said he
9 could give me. And I agreed to it.
10 Q Right. Did he initiate the proposal that
11 you would get \$10,000?
12 A Well, we discussed a money figure, and
13 then we negotiated that.
14 Q My question is, who first suggested that
15 \$10,000 would be the number that you would receive?
16 Was it you or him?
17 A Well, it was something we came to. It
18 wasn't a suggestion. He was talking -- you know, we
19 were -- he was throwing around figures, and that was
20 the one that we decided would be a good one.
21 Q Who first came up with the number,
22 \$10,000?
23 A Well, that's what I'm saying. It
24 wasn't -- it was just negotiated between us. It
25 was -- you know, he offered me some other figures.

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1 And then I said, well, I need more than that, things
2 like that. And we discussed that, and that was the
3 figure that we came up with.

4 Q Okay. I understand you came up with --
5 I'm not trying to belabor the point. But somebody
6 had to say, \$10,000 is the number.

7 A Well, okay. I don't know. I can't
8 remember.

9 Q All right, you don't know. It says, Buyer
10 to repair roof and porch. Whose suggestion was
11 that?

12 A Okay. That was Mr. Bigelow's. He said he
13 would do that, right. Right.

14 Q You didn't request that? He initiated
15 that suggestion?

16 A Well, these were certain terms. You know,
17 he said the house needed repair. He said, I'll go
18 ahead, I will put on a roof, I'll do the repairs on
19 the house. So, I would assume it was he.

20 Q We don't want you to assume. We don't
21 want you to guess. Here's my question. Who --

22 A To my best recollection, that was the
23 case.

24 Q Your best recollection is that Mr. Bigelow
25 is the one that first suggested that the roof and

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1 the porch be repaired?

2 A We talked about it, yes. He said he would
3 do that.

4 Q Is it your recollection that he was the
5 one who first suggested that?

6 A Well, I can't say who was first. Okay?

7 Q All right. You can't recall?

8 A I can't recall.

9 Q Also, we talked about this lease option
10 property for two years to repurchase for 37,000.

11 Same question, who first suggested the number of
12 \$37,000 at the end of two years?

13 A Well, that's what I was told by
14 Mr. Bigelow that I would have to settle with -- I
15 mean, have to do to get my property --

16 Q So, your recollection is --

17 A -- to get the property back to my name.

18 Q So, your recollection is that Mr. Bigelow
19 was the one that initiated that number, the \$37,000?

20 A To my best of my knowledge, yes.

21 Q Was it also Mr. Bigelow that was the one
22 that initiated this concept of there would be a
23 two-year term?

24 A Yes.

25 Q Was it your understanding that the \$10,000

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1 and the \$37,000 corresponded to some other number or
2 that there was some relationship between those two
3 numbers?

4 A Well, I don't remember about that. I
5 don't remember about that.

6 Q Do you recall Mr. Bigelow explaining to
7 you why he thought \$37,000 would be an appropriate
8 number?

9 A No, I don't remember that.

10 Q Did you ever ask him --

11 A I can't remember.

12 Q -- about that?

13 A I can't remember if we -- you know, I
14 can't remember whether or not we --

15 Q Now, we discussed earlier that this issue
16 about the land contract -- and I'm not going to go
17 back through what the discussions were. Why was it
18 that a land contract was important to you?

19 A Well, from what my understanding of what
20 Mr. Bigelow told me is that this would assure the
21 property being returned to me.

22 Q Did you understand that you could not be
23 evicted if you failed to make monthly payments under
24 a land contract?

25 A That was my understanding. But that's

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1 what my understanding was.

2 Q Who told you that you could not be evicted
3 for failure to make --

4 A No one.

5 Q Now, wait, wait. Let me finish. Who told
6 you that you could not be evicted for failure to
7 make monthly payments under a land contract?

8 A Nobody told me that.

9 Q But that was your understanding?

10 A That was my understanding.

11 Q Now, what did you believe the fair market
12 value of Fairfax Avenue was as of 1999?

13 A I didn't know.

14 Q Do you have Exhibit 2 in front of you,
15 sir?

16 A Yes.

17 Q If you would, please, turn to
18 Interrogatory No. 15. The pages aren't numbered,
19 but it's the fifth page in. You with me?

20 A Um-hmm.

21 Q Actually, the prior page. Interrogatory
22 15 says: Identify all damages which you claim in
23 this action and identify the precise manner when
24 which said damages were calculated.

25 Do you see that? No. 15, just the page

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1 before it.
 2 A Oh, I'm sorry.
 3 Q Got it?
 4 A Okay.
 5 Q Down at the bottom.
 6 A Okay.
 7 Q Okay? These are the interrogatories we
 8 talked about before, you signed these, that
 9 verification page. Remember?
 10 A Um-hmm.
 11 Q Your response is: Curtis lost 92,473 in
 12 equity in the home at 1966 Fairfax. This figure is
 13 arrived at by taking the value of the home, 97,000,
 14 minus the amount paid by Bigelow for delinquent real
 15 estate taxes.
 16 Do you see that?
 17 A Um-hmm.
 18 Q Yes?
 19 A Yes.
 20 Q How did you arrive at that -- at the
 21 number of the value of the home, 97,000?
 22 A I'm not sure. I'm not sure. I'm not
 23 sure.
 24 Q Do you know what the --
 25 A I think it was at the -- I'm not sure. I

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1 think it's from -- I think -- I'm not sure, but I
 2 think it's from the actual sale price of the house.
 3 Q The actual sale price by who?
 4 A Of Mr. Bigelow.
 5 Q At the time that you transferred title to
 6 Mr. Bigelow --
 7 A Um-hmm.
 8 Q -- in 1999 --
 9 A Um-hmm.
 10 Q -- what is your understanding of what the
 11 fair market value of the property was?
 12 A I have no idea. I have no idea.
 13 Q Do you know what the Hamilton County
 14 Auditor -- what the tax valuation was?
 15 A No.
 16 (Defendants' Exhibit 12 marked
 17 for identification.)
 18 BY MR. LEWIS:
 19 Q Mr. Curtis, I want to show you what's been
 20 marked for identification as Exhibit 12. I'm going
 21 to represent to you, this is a document I obtained
 22 off the Hamilton County Auditor's website.
 23 A Um-hmm.
 24 Q Do you see 1966 Fairfax Avenue --
 25 A Um-hmm.

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1 Q -- there? If you look down toward the
 2 right, for 1998 --
 3 A Um-hmm.
 4 Q -- you see that --
 5 A Um-hmm.
 6 Q -- it says, 100 percent total 1998,
 7 46,400.
 8 A Um-hmm.
 9 Q All right? Do you see that?
 10 A Um-hmm.
 11 Q You don't have any reason to doubt that
 12 that's how the Hamilton County Auditor valued the
 13 property as of 1998, do you?
 14 MR. BLESSING: Objection. You may answer.
 15 A Yeah. I have no idea. You know. I don't
 16 even know how they came to that figure. It looks
 17 like they got it from the taxes, though.
 18 Q At any time before you transferred --
 19 before you signed the deed transferring the property
 20 to Mr. Bigelow, did you request that someone do an
 21 appraisal of the home?
 22 A No. Because -- because of what
 23 Mr. Bigelow told me, the property was still going to
 24 be mine. So, you know, I -- no.
 25 Q Now, after this purchase contract was

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1 signed, Exhibit 11, there was a closing schedule,
 2 wasn't there?
 3 A Yes, there was.
 4 Q You became aware, at some point, that
 5 Attorney John Meckstroth was going to do the
 6 closing?
 7 A Yes, I was.
 8 Q Did you have any contact with
 9 Mr. Meckstroth, before the closing on this
 10 transaction?
 11 A Yes.
 12 Q Tell me about that.
 13 A He --
 14 Q Tell me about that.
 15 A He was calling to get a transfer of title
 16 or find out how to get one, or find out -- do a
 17 title search, or something like that. But I also
 18 called to find out when the closing was.
 19 Q What's your recollection of when the
 20 closing was, in relation to when the contract of
 21 purchase was signed?
 22 A Oh, I can't remember that. I can't -- I
 23 can't remember.
 24 Q Do you have any ballpark, at all?
 25 A Huh-uh, no. I can't even remember. I

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1 just can't -- went down when they asked me to come
 2 down.
 3 Q Between the time that the contract of
 4 purchase was signed and the time of the closing, did
 5 you receive any documents from Mr. Meckstroth?
 6 A Not that I can remember, no.
 7 (Defendants' Exhibit 13 marked
 8 for identification.)
 9 BY MR. LEWIS:
 10 Q Mr. Curtis, you have in front of you
 11 Exhibit No. 13. This is a phone slip dated
 12 August 18th, and it's got, Harry Curtis, Buyer, up
 13 there. Do you see that?
 14 A Um-hmm.
 15 Q Yes?
 16 A Um-hmm.
 17 Q You can't --
 18 A Yes.
 19 Q We're having problems --
 20 A Yes.
 21 Q Oh, there you go. That phone number.
 22 861-3927, was that your phone number?
 23 A Yes, it was.
 24 Q Did you call Mr. Meckstroth on
 25 August 18th of 1999?

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1 A Yes.
 2 Q Did you leave a message for him about land
 3 contract closing, when is it closing?
 4 A Well, I wanted to know when was it
 5 closing.
 6 MR. BLESSING: Excuse me. He just asked
 7 you a question.
 8 A Oh. Yes.
 9 Q Okay. Thank you. So, this Exhibit 13,
 10 that's an accurate recitation of the date that you
 11 called and the message that you left for
 12 Mr. Meckstroth?
 13 MR. BLESSING: He wants to know whether
 14 you remember it from here.
 15 A I don't remember the date, but I remember
 16 calling him.
 17 Q Okay. Then, when you did call, do you
 18 believe that you left a message, land contract
 19 closing, when is it closing?
 20 A Oh, I don't know about that. I don't
 21 remember the message. But I remember calling him.
 22 Q You're not saying you didn't make this
 23 call and leave this message, you're just saying you
 24 can't remember exactly what you said; is that
 25 correct?

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1 A Yes, it was just something about the
 2 closing.
 3 Q Sir, if you would, I'm going to be
 4 referring you to some documents in Exhibit 4. Could
 5 you get that, please? Do you have it in front of
 6 you?
 7 A Yes, I do.
 8 Q If you would, these are all -- the pages
 9 are numbered down at the bottom.
 10 A Um-hmm.
 11 Q See? Go to page number 697, if you would.
 12 You there?
 13 A Yes.
 14 Q Can you identify that document? That's
 15 the settlement statement, isn't it, from your
 16 closing at Fairfax?
 17 A I -- that's what it says. I -- that's
 18 what it says.
 19 Q Okay. Page 2 of that document.
 20 A Um-hmm.
 21 Q Would you turn the page, please? Is that
 22 your signature?
 23 A Yes.
 24 Q Did you sign this settlement statement?
 25 A Assuming that's what it was, yes.

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1 Q Well, I mean, did you or didn't you?
 2 A Yeah, I signed it. Yes, I did.
 3 Q Does this accurately reflect the
 4 transaction that occurred at the closing of this
 5 sale?
 6 A I don't know if it does, or not. I know
 7 it was supposed to have, yes. It was supposed to
 8 have.
 9 Q Well, can you --
 10 A I don't know, because I don't know
 11 exactly -- you know, I took their word for it. So,
 12 I don't know -- you know, I took their word for it.
 13 Q Well, is there anything on here -- and
 14 take your time, if you need to look through it. But
 15 is there anything on here that you believe is
 16 inaccurate?
 17 A Well, like I said, certain things I don't
 18 know about. I don't know what these -- yeah, these
 19 attorney's fees or -- I don't know about this here.
 20 Q What don't you know about?
 21 A About the -- these attorney's fees.
 22 Because I ended up paying Mr. Meckstroth for the --
 23 the -- what do you call it -- the land contract, for
 24 doing the land contract. So, I don't know if that's
 25 correct, or not.

<p style="text-align: right;">Page 129</p> <p>1 Q Anything else here, that you don't know 2 whether or not it's correct? 3 A Not that I know of. But I don't know if 4 that's correct, or not, because I paid him for that. 5 Q Separately, you mean? 6 A Yeah, I wrote a check. It came out of the 7 money that I was supposed to be given. 8 Q All right. Well, were the delinquent real 9 estate taxes paid after the closing? 10 A Yes -- no, they were paid before. 11 Q Well, were the delinquent real estate 12 taxes of \$4,527 -- were they paid? 13 A Yes. 14 Q It says, balance due to seller, here, 15 \$9,871.32. Do you see that? 16 A Um-hmm. 17 Q Yes? 18 A Yes, I do. 19 Q The reason I'm asking you to say yes is, 20 you keep giving -- 21 A Yes, I do. 22 Q -- saying uh-huh. 23 A Yes, I do. 24 Q Did you receive \$9,871.32 after the 25 closing?</p>	<p style="text-align: right;">Page 131</p> <p>1 Q Does that refresh your recollection about 2 when the closing was? 3 A I assume the August 25th -- I'm pretty 4 sure that's when it was. That's when we -- I know 5 that I went down there. Now, if that's the date 6 that they had on here, that's the date -- I assume 7 that's when we -- 8 Q Did you have some discussions with John 9 Meckstroth about who he was representing in this 10 transaction? 11 A No, I didn't. I assumed -- I assumed that 12 he was Mr. Bigelow's attorney. That's what I 13 assumed. I didn't think -- but once I started 14 paying -- once I paid for something, then I assumed 15 he had a representation of me, if he was charging 16 me. Because Mr. Bigelow told me he would -- he 17 would take care of all the attorney's fees. I mean, 18 that was part of the agreement in the initial 19 statement. 20 Q Did Mr. Meckstroth ever tell you that he 21 was representing you? 22 A No, he never said anything to -- not that 23 I can recall. 24 Q Until you paid Mr. Meckstroth, you 25 understood that he was Mr. Bigelow's lawyer?</p>
<p style="text-align: right;">Page 130</p> <p>1 A I don't remember an exact amount. I don't 2 know if I -- I don't remember the exact amount. 3 Q Was it approximately \$9,871 you received? 4 A I think it was a little less. 5 Q What do you think it was? 6 A I think it was -- I'm not sure. I'm not 7 sure. But it was around that figure. 8 Q So, you received around \$9,871.32? 9 A Yes. 10 Q If you look at page 695 of this exhibit 11 that you have there -- you got it? 12 A Um-hmm. 13 Q Yes? 14 A Yes, I do. 15 Q That's a general warranty deed. Is that 16 your signature? 17 A Yes, it is. 18 Q Did you sign that on August 25th, 1999? 19 A I think I did, yes. 20 Q That settlement statement that we just 21 looked at, number 697, that's got a date up there of 22 August 25th, 1999. 23 A Um-hmm. 24 Q Do you see that? Yes? 25 A Yes.</p>	<p style="text-align: right;">Page 132</p> <p>1 A Right -- 2 Q But what you're saying -- 3 A -- from what I gathered. I mean, 4 that's -- that was my understanding, that we were 5 going to the closing. I thought Mr. Bigelow was 6 going ahead and doing all this paperwork, and that 7 the attorney fees would be covered by Mr. Bigelow. 8 Q Between the time you signed the contract 9 to purchase and the time of the closing, did you 10 contact the lawyer about this transaction, to get 11 some legal advice? 12 MR. BLESSING: Other than what he's 13 testified to? 14 MR. LEWIS: If you already did testify to 15 it, I apologize. Go ahead. 16 A Yeah, I don't -- you know, basically what 17 I involved myself with was in a trust, on account 18 of -- 19 Q No. Listen to my question. 20 A Okay. 21 Q Between the time you signed the contract 22 to purchase and the closing, did you call a lawyer 23 to get some legal advice for you about this 24 transaction? 25 A No, not -- not that I can recall, no.</p>

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1 Because I -- I believed him. So, I trusted him and
 2 I thought everything that he told me was the truth.
 3 So --
 4 (Mr. Bigelow arriving.)
 5 BY MR. LEWIS:
 6 Q At this closing, was a land contract
 7 discussed?
 8 A Well, the land contract was there, yes.
 9 Yes. And it was in the paperwork with everything
 10 else, yes.
 11 Q Take a look at this exhibit you have in
 12 front of you --
 13 A Um-hmm.
 14 Q -- page 699. Do you have it?
 15 A Yes.
 16 Q Can you identify that?
 17 A Yes.
 18 Q Is that the land contract that you just
 19 described?
 20 A Yeah. I think it was, yes.
 21 Q So, you're saying this document was at the
 22 closing?
 23 A Yes.
 24 Q Had you seen this land installment
 25 contract before the date of the closing?

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1 A No.
 2 Q Who prepared this land installment
 3 contract?
 4 A It was there with Mr. -- the attorney that
 5 was there. So, he prepared it, I guess. I mean --
 6 Q That guessing stuff --
 7 A Well, he prepared it. I mean, I was
 8 charged for it. So, he prepared it.
 9 Q Do you know who prepared it?
 10 A He prepared it, I assume. I assume. I
 11 mean, he prepared all the other documents, so I
 12 would have said he prepared it.
 13 Q Tell me what was discussed about this land
 14 installment contract at the closing.
 15 A Well, really, nothing was discussed. I
 16 was -- it is my assumption that all these things
 17 were taken care of. Nothing was discussed there.
 18 Q So, are you telling me the land
 19 installment contract was not discussed at the
 20 closing?
 21 A Oh, all of them were discussed, yes. I
 22 mean, he went through it. He went through it.
 23 Q Okay. Try to --
 24 A What I'm saying is, he went through the
 25 contract, just like he went through all the other

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1 paperwork.
 2 Q So, are you saying that -- when you say --
 3 who -- he, Mr. Meckstroth?
 4 A Right.
 5 Q So, Mr. Meckstroth went through this land
 6 installment contract at the closing?
 7 A I'm pretty sure he went through
 8 everything. He was just --
 9 Q I'm just asking -- try to -- Mr. Curtis,
 10 try to focus on my question, please.
 11 A Okay. What I'm saying to you is that a
 12 number of papers were discussed.
 13 Q I'm asking about this one right now.
 14 Okay?
 15 A Oh, I'm pretty -- I'm sure that all
 16 things -- all the things were discussed.
 17 MR. BLESSING: Can we take just a break?
 18 MR. LEWIS: Sure.
 19 (Brief recess taken.)
 20 MR. LEWIS: Back on the record.
 21 BY MR. LEWIS:
 22 Q We're back to the land installment
 23 contract.
 24 A Um-hmm.
 25 Q Was the land installment contract

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1 discussed at the closing?
 2 A Okay. Basically, what was involved was
 3 that all the paperwork was there. I can't really
 4 remember whether this was discussed with all the
 5 others, or not. I assumed that when all the papers
 6 were presented to me, that I was signing everything
 7 that needed to be signed.
 8 Q So, you can't recall whether the land
 9 installment contract was discussed at the closing;
 10 is that correct?
 11 A That is correct.
 12 Q At any time prior to you signing the deed
 13 transferring title to Mr. Bigelow --
 14 A Um-hmm.
 15 Q -- did you request that the land
 16 installment contract be signed by everybody?
 17 A No, I assumed it would be at the closing.
 18 Q But you didn't make that request before
 19 you signed the deed?
 20 A No, because all the things were supposed
 21 to be signed together.
 22 Q You thought everything was supposed to be
 23 signed together, when you came to the closing;
 24 right?
 25 A That is correct.

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1 Q So, why didn't you request, at the
2 closing, that the land installment contract be
3 signed?
4 A Well, I assumed, with everything else, it
5 was being signed. I mean, they -- what I did --
6 what was going on is that a lot of things were being
7 presented to me and I was signing a lot of things.
8 So, I assumed this was one of those things that I
9 was signing.
10 Q That was a really important issue to you,
11 though, as part of this transaction, wasn't it, the
12 land installment contract?
13 A Well, I mean, all these things were given
14 to me. So, when I was signing, it was my assumption
15 that everything was being signed.
16 Q But, getting back to the question, wasn't
17 this land installment contract an important issue to
18 you when you came to that closing?
19 A Well, all the things were. All -- I mean,
20 not -- I wasn't picking any particular thing. When
21 we went to the signing, I assumed all these things
22 were being signed.
23 Q Was the land installment contract an
24 important issue to you, when you came to the
25 closing?

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1 MR. BLESSING: I believe he answered
2 earlier, saying all the things were important.
3 Q Okay. Well, can you just confine your
4 answer to my question, please?
5 A Well, I can't -- I can't just say that one
6 thing was more important --
7 Q I'm not asking you that. Was the land --
8 A -- than the other. It was important.
9 Q Okay.
10 A All things were.
11 Q The land installment contract was an
12 important issue to you when you came to the closing;
13 right?
14 A All the things were. All the things were.
15 All the contracts --
16 Q Okay.
17 A -- were.
18 Q Including the land installment contract?
19 A Yes. Yes.
20 Q All right. But you didn't discuss the
21 land installment contract at the closing; correct?
22 A I can't remember.
23 Q I forgot to ask you earlier, when you were
24 getting these letters from Hamilton County, at least
25 one letter, about the tax delinquency in 1999 --

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1 A Um-hmm.
2 Q -- yes --
3 A Yes.
4 Q -- did you talk to your wife, Patricia,
5 about this, about the problem?
6 A We talked about owing the taxes, and we
7 tried to figure out how we were going to pay them.
8 Q How were you going to pay them?
9 A We had no idea.
10 Q All right. You didn't -- did you have an
11 option, any options?
12 A We didn't know of any options. We didn't
13 never -- we never owned -- I had never owned
14 property before, so I didn't know what my options
15 were.
16 Q Now, after the closing, did you have any
17 discussions with Mr. Bigelow about the land
18 installment contract?
19 A No, I did not.
20 Q After the closing, did you have any
21 discussions with Mr. Meckstroth about the land
22 installment contract?
23 A Not that I recall.
24 Q Now let's talk about the rent payments or
25 the payments. You made payments to Mr. Bigelow of

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1 \$350 a month; right?
2 A That was correct.
3 Q You made an payment in September?
4 A That is correct.
5 Q You made one in October; right?
6 A That was correct.
7 Q Did you mail those payments to
8 Mr. Bigelow, or did he -- how'd you get those to
9 him?
10 A I mailed them to him.
11 Q Mailed them to him?
12 A Um-hmm.
13 Q Did Mr. Bigelow ever ask you that you
14 should mail the rent payments to him?
15 A Yes. Yes.
16 Q Tell me about that. What did he say?
17 A Well, it was sent to -- he gave me this
18 address, and that's where I mailed them to. He gave
19 me a card with the address on it, and that's where I
20 mailed them to.
21 Q Was the roof on Fairfax repaired after the
22 closing?
23 A I can't remember if it was before or
24 after, but it was repaired.
25 Q Who did the work; do you remember?

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1 A There were some gentlemen there. I
 2 didn't -- I don't know who they were.
 3 Q Do you remember an individual by the name
 4 of Paul Bigelow?
 5 A I assume that's what his name was. I
 6 didn't really ask him his name.
 7 Q Somebody named Paul?
 8 A Yeah, I think so. Um-hmm.
 9 Q Somebody named Paul was out there working
 10 on the roof; right?
 11 A Right, he and some other guys.
 12 Q Then, do you remember Pete Bigelow being
 13 out there working on the roof?
 14 A No.
 15 Q No? Tell me what you remember about what
 16 exactly was done to the roof.
 17 A They pulled the old roof off and put a new
 18 roof on.
 19 Q It was a slate roof, wasn't it?
 20 A Yes. Yes.
 21 Q So, all the slate was removed?
 22 A Um-hmm.
 23 Q Yes?
 24 A Yes.
 25 Q It was taken down to the rafters; right?

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1 A Yes, um-hmm. Yes.
 2 Q Then there was felt paper put on; right?
 3 A I think so, yes.
 4 Q I mean, you were home all the time this
 5 work was going on; right?
 6 A Yes. Yes.
 7 Q You were coming out and you'd periodically
 8 talk to these guys; right?
 9 A That is true.
 10 Q You remember thanking them and telling
 11 them what a great job they were doing?
 12 A Yes, they did a decent job.
 13 Q You were happy with the job, weren't you?
 14 A Well, yes. But the problem wasn't with
 15 the roof.
 16 Q We'll get to that. I'm talking about the
 17 roof.
 18 A Yes.
 19 Q You were happy with the work they did on
 20 the roof; right?
 21 A Right.
 22 Q So, they put the felt paper down; right?
 23 A Yes.
 24 Q And then asphalt shingles --
 25 A Yes.

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1 Q -- right?
 2 A Um-hmm.
 3 Q And, also, there was work done on the
 4 porch --
 5 A Yes.
 6 Q -- right?
 7 A Um-hmm.
 8 Q That was another company that did that;
 9 right?
 10 A I didn't know if it was another company,
 11 or not. I didn't know if they were all associated
 12 or what was going on with that.
 13 Q But there was some vinyl material put on
 14 the -- I don't know what you call it -- the roof of
 15 the porch --
 16 A Right.
 17 Q -- right?
 18 A Right.
 19 Q Were you happy with that?
 20 A Well, the problem with that is, that they
 21 were supposed to do another part of it and they
 22 didn't complete it.
 23 Q Okay. The part --
 24 A And, so that --
 25 Q We'll get to --

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1 A See, I was looking at -- and then, one
 2 time, they put some pieces on that were uneven. So
 3 they had to take those off and, you know, even them
 4 up and stuff. But, for what they did, I was okay
 5 with, yes.
 6 Q Now, at some point you had some
 7 discussions with Mr. Bigelow about there is a
 8 problem with the roof --
 9 A Yes.
 10 Q -- correct?
 11 A Yes.
 12 Q Tell me about that. What --
 13 A Well, I -- I don't really remember
 14 discussing it with him. I remember leaving messages
 15 on his answering service.
 16 Q What was the problem?
 17 A That part of the roof wasn't finished. I
 18 mean, part of the under -- not the roof, but the
 19 undersection wasn't finished. It's the part that's
 20 not on that picture.
 21 Q That figures.
 22 A Yeah.
 23 Q Okay.
 24 A It's on the other side of the house.
 25 Q Can you just describe --

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1 A Yes. It was -- it was right up underneath
 2 the roof, itself. There are some boards that
 3 weren't there and replaced. It's not on that side
 4 of the house. It's on the other side.
 5 MR. BIGELOW: Underneath here.
 6 MR. LEWIS: Okay.
 7 A And there were -- there was still a hole
 8 there.
 9 Q Was it in the back of the house?
 10 A No, it was in the front. It was in the
 11 front, right in the -- right on the other side of
 12 the roof.
 13 Q Are you sure it doesn't appear there?
 14 A No. It's all the way over here, on the
 15 other side of the tree.
 16 Q Oh, all right.
 17 A On that side of the house.
 18 MR. BIGELOW: It was on the other side.
 19 A It was on the other side of the house.
 20 Q Well, maybe we could still use this. On
 21 Exhibit 7, does the other side of the house -- does
 22 it have a similar construction as this?
 23 A No, it's a different construction.
 24 Q So, tell me exactly what wasn't finished.
 25 What was the problem?

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1 A Underneath the roof on the other side,
 2 there were boards that were not replaced and it was
 3 a hole there.
 4 Q How big a hole?
 5 A Oh, I'd say, large enough for an animal to
 6 get in there.
 7 Q Was there some discussion -- did you think
 8 a squirrel got in there?
 9 A Well, there was a squirrel or raccoon,
 10 because I hear them in the ceiling.
 11 Q So, you did hear some -- at some point you
 12 heard an animal --
 13 A Right.
 14 Q -- in the ceiling?
 15 A Right.
 16 Q Is that when you called Mr. Bigelow?
 17 A Yes.
 18 Q So, this hole was approximately --
 19 A Large -- it was large enough for a
 20 squirrel or a raccoon to get in.
 21 Q Did you ever actually have conversation
 22 with Mr. Bigelow about --
 23 A Well --
 24 Q -- wait, wait --
 25 A Okay.

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1 Q -- you know, about fixing this problem?
 2 A Well, I talked with -- I called his
 3 office. And I really never talked with him. I
 4 talked on -- I left an answering -- an answer --
 5 answers on his answering machine. Okay? I never
 6 got a reply from Mr. Bigelow.
 7 Q All right.
 8 A What happened was, after so long, I left
 9 another message on there and I held the rent up.
 10 Q We'll get to that. How many messages did
 11 you leave for Mr. --
 12 A Several.
 13 Q You need to let me finish my question.
 14 A Oh, I'm sorry.
 15 Q How many messages did you leave for
 16 Mr. Bigelow about this problem?
 17 A Several. I can't say how many, but it was
 18 more than one.
 19 Q Was it more than three?
 20 A It was more than two. I can't say if it
 21 was more than three or four, but it was more than
 22 one or two.
 23 Q You believe it's somewhere in the two to
 24 four range? Would that be your best recollection?
 25 A As far as I can remember.

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1 Q Over what period of time were you
 2 leaving -- did you leave these messages?
 3 A Well, this is over about a two-month
 4 period.
 5 Q Are you saying you never got a phone call
 6 back from Mr. Bigelow?
 7 A No, I never talked to Mr. Bigelow.
 8 Q So, in terms of this problem, this hole
 9 where the animal had gotten in your home --
 10 A Right.
 11 Q -- you never discussed that with
 12 Mr. Bigelow?
 13 A Not at all.
 14 Q So, the two of you never had any words
 15 about whether he was going to fix it or whether he
 16 wasn't going to fix it?
 17 A No.
 18 Q So, then you decided to hold your rent?
 19 A Correct.
 20 Q That's the reason you didn't make the rent
 21 payments for November and December of 1999; is that
 22 correct?
 23 A That is correct. That is correct.
 24 Q Now, did you let Mr. Bigelow know -- did
 25 you leave him a message to that effect, that unless

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1 he fixed this, that you're going to withhold rent?
 2 A Oh, I can't remember if I did, or not.
 3 Q Did you talk to a lawyer, before you made
 4 the decision to withhold rent for November and
 5 December of '99?
 6 A No, I can't recall about that. No, I
 7 don't think I did.
 8 (Defendants' Exhibit 14 marked
 9 for identification.)
 10 BY MR. LEWIS:
 11 Q Mr. Curtis, you have Exhibit 14 in front
 12 of you --
 13 A Um-hmm.
 14 Q -- correct?
 15 A Um-hmm.
 16 Q Yes?
 17 A Yes.
 18 Q This is a notice to leave the premises.
 19 Did you receive this?
 20 A It was on my door.
 21 Q This is dated -- if you look down on the
 22 left side, about three-quarters of the way down,
 23 it's dated December 20th, 1999. Do you see that?
 24 A Um-hmm. Yes, I do.
 25 Q Does that sound like the date that you --

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1 this would have been left on your door?
 2 A I don't know. I don't know about that.
 3 Q You have no reason to quarrel with that
 4 date, do you?
 5 A Well, I don't know. I -- I -- I don't
 6 know.
 7 Q After you got that 3-day notice to leave
 8 the premises, did you contact an attorney about your
 9 rights?
 10 A No, I did not.
 11 (Defendants' Exhibit 15 marked
 12 for identification.)
 13 BY MR. LEWIS:
 14 Q Before we get to 15, after you got the
 15 3-day notice --
 16 A Um-hmm.
 17 Q -- Exhibit 14 --
 18 A Yes.
 19 Q -- did you call Mr. Bigelow to talk to him
 20 about the problem?
 21 A No. Because, at that time, I was pretty,
 22 you know, unraveled about the whole situation,
 23 because I didn't even have an idea that I could be
 24 evicted.
 25 Q So, the answer to my question is, no, you

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1 didn't call Mr. Bigelow?
 2 A No.
 3 Q You had the money to pay the two months
 4 rent, didn't you --
 5 A Yes, I did.
 6 Q -- because you had gotten approximately
 7 \$9,700 at the closing of the property?
 8 A Well, I -- I brought the money with me to
 9 court.
 10 Q We'll get to that. The question is, at
 11 the time you got the notice to leave the premises,
 12 you had plenty of money --
 13 A I had the money --
 14 Q -- to pay the rent?
 15 A -- to pay it. Yes.
 16 Q Right?
 17 A Yes.
 18 Q Now, let's get to Exhibit 15. Do you have
 19 that in front of you?
 20 A Yes.
 21 Q Have you seen this document before?
 22 A No, I had not.
 23 Q Well, you understand, you were -- a
 24 complaint was filed against you for eviction and for
 25 money damages? You understand that, don't you?

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1 A I understand that.
 2 Q Right. Wasn't a complaint served on you
 3 at your home?
 4 A It was on my door.
 5 Q Right.
 6 A Yeah.
 7 Q The complaint?
 8 A Not that I know of. I mean, not this
 9 complaint. Only thing I got was -- I don't know if
 10 this is it, or not. I can't recall if this was it,
 11 or not.
 12 Q Well, at some point, you understand that
 13 Mr. Bigelow was suing you and requesting eviction
 14 and money damages; correct?
 15 A Yes.
 16 Q You just don't know whether or not there
 17 is the -- Exhibit 15 is the legal document that you
 18 got?
 19 A Right.
 20 Q You got something from the Hamilton County
 21 Municipal Court --
 22 A Yes.
 23 Q -- didn't you?
 24 A It was on my door, yes.
 25 Q Do you recall -- this is -- this document,

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1 Exhibit 15, has got a file stamp on it. Down at the
2 bottom, it's upside down, but it shows
3 December 27th, 1999. Do you see that?
4 A Yes.
5 Q Do you believe you received something from
6 the court around the end of December of 1999?
7 A I can't remember. I -- I think I did.
8 Q Yeah. You wouldn't quarrel with that time
9 frame, would you, sir?
10 A Not really. I don't think so.
11 Q Then, the document that you got from the
12 court, did you read it after you got it?
13 A Yes.
14 Q So, then you had an understanding you were
15 being sued for eviction and past rent?
16 A I knew I had to go to court and I knew he
17 was saying I owed him \$700, which I had --
18 Q And --
19 A -- right.
20 Q -- you knew he was suing you for eviction,
21 to get you out of the premises; right?
22 A Well, I didn't know that he could get me
23 out of the premises. That's what I'm saying.
24 Q That's a different issue, though.
25 A Okay.

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1 Q You knew, after you got the court
2 document, that he was requesting that you be removed
3 from the premises?
4 A That's what -- yes, that's what he was
5 talking about. Right.
6 Q You knew that?
7 A I knew that that's what he wanted. I
8 didn't know if that was possible.
9 (Defendants' Exhibit 16 marked
10 for identification.)
11 BY MR. LEWIS:
12 Q Sir, I want to show you what's been marked
13 as Exhibit 16. Have you seen this document before?
14 A Not that I recall, no.
15 Q Do you know what a summons is?
16 A Oh, yes. Yes.
17 Q So, now do you recognize this document?
18 A That's what I think I received to go to
19 court.
20 Q Right.
21 A Okay.
22 Q So, you recognize this as the notice that
23 a complaint's been filed. And then this describes,
24 doesn't it, when the court hearing's going to be?
25 A Right.

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1 Q January 18th of 2000; right?
2 A Right. Right.
3 Q This was served on you at your residence,
4 wasn't it?
5 A It was in my mailbox. Okay.
6 Q Did you read this document when you got
7 it?
8 A I just knew I had to appear in court.
9 Q But did you read the document, though,
10 sir, Exhibit 16, when you got it?
11 A I can't say that I did, or not. I just
12 knew that I had to go to court and he was trying to
13 evict me out of the house.
14 Q Sir, turn to your prior deposition
15 testimony, would you, page 56. Are you with me
16 there?
17 A Um-hmm.
18 Q At line 3, do you remember being asked --
19 this is Mr. Laber questioning you -- Did the
20 magistrate explain to you the escrow procedure in
21 municipal where you pay the money into the court as
22 a bond during the time that you argue your case?
23 Do you remember being asked that question?
24 A Um-hmm.
25 Q Yes?

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1 A Yes.
2 Q Then, your answer was: I was not sent
3 that at all. I was sent a letter which I didn't
4 read.
5 A Right.
6 Q You gave that answer in your prior
7 testimony?
8 A Right.
9 Q That letter which you didn't read, are you
10 referring to Exhibit 16?
11 A I might have been. I don't know if I was,
12 or not.
13 Q Because --
14 A But I knew -- you know, what I was saying
15 is that I knew that I owed him the money, and that
16 any time I went to the court I would have the money
17 with me. So, no, I didn't know that I could -- I
18 needed to do this, or else I wouldn't have brought
19 the money with me.
20 Q Okay. You did say, in your prior
21 testimony, that you were sent a letter that you
22 didn't read?
23 A Yes.
24 Q That was your -- you were referring to a
25 letter from the court; right?

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1 A Yes. Yes.
 2 Q That letter that you were referring to in
 3 your prior testimony was talking about the escrow
 4 procedure in municipal where you pay the money into
 5 the court; right?
 6 A Right. Right.
 7 Q If you look at Exhibit 16 --
 8 A Yes.
 9 Q -- at line 2, it says: If you are
 10 depositing rent with the Clerk of Court, you shall
 11 continue to deposit such rent until the time of the
 12 Court hearing. Do you see that?
 13 A Yes.
 14 Q So, based on this, do you believe that
 15 this is the letter you were referring to?
 16 A Yes.
 17 Q This is the letter you said you didn't
 18 read?
 19 A More than likely, yes.
 20 Q Right.
 21 A I knew I had to go -- I just paid
 22 attention to the court date and stuff.
 23 Q So, Exhibit 16 --
 24 A So, I just assumed it was an eviction
 25 thing. And I was just trying to get the court date.

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1 And I knew I was going to have the money with me.
 2 Q But Exhibit 16 is the letter you were
 3 referring to that you didn't read; correct?
 4 A I can't recall. But I'm assuming that's
 5 what it is.
 6 Q Now, after you received Exhibit 16 --
 7 A Yes.
 8 Q -- did you contact an attorney?
 9 A No, I did not.
 10 Q Exhibit 16 also says -- in addition to
 11 this issue about depositing rent, it says: You may
 12 request a trial by jury. Do you see that, at line
 13 4?
 14 A Yes.
 15 Q Did you do that?
 16 A I didn't know I could. I didn't read the
 17 letter.
 18 Q Did you request a trial by jury?
 19 A Well, I didn't read the letters. I didn't
 20 know I could.
 21 Q Could we get back to the question, please?
 22 Did you request a trial by jury?
 23 A I didn't know I could.
 24 Q So, is your answer --
 25 A No, I didn't. No.

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1 Q So your answer is no?
 2 A No, because I didn't know I could.
 3 Q It also says: If you cannot afford a
 4 lawyer, you may contact your local Legal Aid or
 5 Legal Service office. Do you see that, at line 5?
 6 A Yes.
 7 Q At that point, you had enough money to
 8 hire a lawyer, didn't you?
 9 A Well, I didn't read the letter, so I
 10 didn't know these things were available to me.
 11 That's why I didn't do them.
 12 Q I understand that you're explaining that.
 13 My question is, did you have enough money to hire a
 14 lawyer, at the time, sir?
 15 A Well, I had money. I -- I -- I didn't --
 16 basically, because I didn't know I could be evicted
 17 and I thought this was just about the rent -- which
 18 I had the money -- so I didn't pay attention to any
 19 of these things.
 20 Q Right. Did you have enough money to hire
 21 a lawyer at that time?
 22 MR. BLESSING: Go ahead and tell him how
 23 much money that is.
 24 MR. LEWIS: Well, that varies.
 25 MR. BIGELOW: Holy cow.

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1 BY MR. LEWIS:
 2 Q Did you feel that you had enough money to
 3 hire a lawyer at that time?
 4 A Well, I wasn't considering hiring a
 5 lawyer, so I don't know. You know, I --
 6 MR. BLESSING: The question is, how he
 7 felt at the time. And he's --
 8 MR. LEWIS: I just asked him that.
 9 MR. BLESSING: -- excuse me -- how he felt
 10 at the time. And he's saying he didn't feel
 11 anything about that because he didn't consider
 12 it.
 13 MR. LEWIS: Okay. Well, we're -- you
 14 know, we're going to be here all afternoon.
 15 A I know. But, basically, that was my
 16 feeling. I wasn't trying to hire an attorney. I
 17 wasn't trying to -- you know, I didn't read the
 18 letter, so certain things I didn't realize were my
 19 option.
 20 Q So, it didn't even occur to you to hire a
 21 lawyer; is that what you're saying?
 22 A No. That's what I'm saying.
 23 Q After you got this notice, did you call
 24 the Municipal Court Clerk about what your options
 25 were?

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1 A No.

2 Q This summons also refers to -- if you look

3 down at the -- basically, the last full paragraph of

4 text, it says: You must serve an answer upon the

5 Plaintiff's Attorney, if any attorney, or upon the

6 Plaintiff within 28 days after the service is made

7 upon you. Do you see that?

8 A I see it.

9 Q Did you serve an answer on Mr. Bigelow?

10 A No. I didn't read the letter. I just --

11 my concern was just about the court date. You know,

12 that's what my concern was. So -- because I had the

13 money. You know, the problem was with the roof.

14 And --

15 Q Throughout this eviction proceeding, did

16 you file any documents with the court?

17 A No.

18 Q Now --

19 A Except -- well, I don't know. During this

20 proceeding, I took down -- I took the land contract

21 down there. And that was the reason we got a

22 continuance for the third time.

23 Q All right. We'll talk about that.

24 A But --

25 Q You know what filing a document with the

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1 court means, don't you?

2 A No, I don't know, other than what you're

3 speaking of right now.

4 Q You present it to the clerk, and they

5 file-stamp it.

6 A Oh, no.

7 Q Did you do -- you didn't file any

8 documents with the court, did you?

9 A No.

10 Q Now, this says that the first hearing was

11 set for January 18th of 2000 --

12 A Right.

13 Q -- right? Did you go to court on that

14 day?

15 A Yes, I did.

16 Q Did you go with anyone?

17 A No.

18 Q Who was there on the 18th?

19 A Myself and Mr. Bigelow.

20 Q Was Mr. Meckstroth there?

21 A No.

22 Q Was the case called by the magistrate?

23 A Yes, it was.

24 Q Describe that to me. What happened?

25 A Well, we were called. I said that I

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1 hadn't had any legal counsel, or anything, or hadn't

2 talked to anybody and I didn't know, you know,

3 exactly what was going on, because I -- I assumed

4 that I had a land contract, so I didn't know that I

5 could be evicted under that particular document.

6 So, I -- you know, I asked for a continuance.

7 Q When you first appeared, on

8 January 18th --

9 A Yes.

10 Q -- did you bring the land contract with

11 you?

12 A Yes, I did.

13 Q Did you show that to the magistrate?

14 A I think I did.

15 Q Did you talk to the magistrate about it?

16 A Yes. I think I did -- not at that time.

17 They told me -- they continued it because I didn't

18 have any legal counselor or anything. The second

19 time, I talked to her --

20 Q About the land contract?

21 A -- talked about -- yes.

22 Q But you remember, the first time you went,

23 you at least had the land installment contract with

24 you?

25 A I think I did. I'm not sure about that.

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1 I know the second time I did.

2 Q But you just don't remember whether you

3 told the magistrate, at the first appearance, that

4 you didn't think you should be evicted because of

5 the land contract?

6 A Yeah. But I don't know if I had it with

7 me, or not. I don't even know if we discussed it.

8 I don't --

9 Q The first time?

10 A Yeah.

11 Q Then you requested a continuance --

12 A Right.

13 Q -- on the 18th?

14 A Right.

15 Q Why'd you tell the magistrate you wanted a

16 continuance?

17 A Well, I wanted to try to get some kind of

18 legal assistance or try to figure out what I was

19 supposed to be doing.

20 Q What did you tell the magistrate about why

21 you wanted a continuance?

22 A Because I didn't have any -- I hadn't

23 talked to anybody or had any kind of legal counsel.

24 Q Did you tell the magistrate you wanted to

25 talk to legal counsel?

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1 A Well, I wanted to try to get some kind of
 2 legal counsel.
 3 Q Did you tell the magistrate that you
 4 wanted to talk to a lawyer?
 5 A Yes, I think I did.
 6 Q After the 18th, did you contact a lawyer?
 7 A Well, I talked with, basically, just a --
 8 you know, a -- I just discussed some things with a
 9 lawyer. I never actually tried to contract a
 10 lawyer, or anything like that.
 11 Q So, after January 18th, did you contact a
 12 lawyer to ask for representation in this eviction
 13 proceeding?
 14 A No.
 15 Q After January 18th, did you contact
 16 Mr. Bigelow to talk about this rent dispute?
 17 A No, I just waited until our next court
 18 date.
 19 Q So, the next court date, then, was when,
 20 approximately?
 21 A I don't know exactly when it was. But
 22 whenever it was, that's when I brought the land
 23 contract, copy of the land contract.
 24 (Defendants' Exhibit 17 marked
 25 for identification.)

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1 BY MR. LEWIS:
 2 Q Mr. Curtis, you have Exhibit 17 in front
 3 of you, do you?
 4 A Yes.
 5 Q That is an order for forcible entry and
 6 detainer. If you look down at the bottom, it's
 7 dated February 1, 2000. Do you see that?
 8 A Um-hmm.
 9 Q Yes?
 10 A Yes.
 11 Q Does that refresh your recollection, in
 12 terms of when you were in court next?
 13 A Not really. But I understand this -- I
 14 understand the document. I don't understand --
 15 Q I mean, that would have been about two
 16 weeks after January 18th --
 17 A Okay.
 18 Q -- right? Does that sound about right to
 19 you, that the case was continued for a couple of
 20 weeks, approximately?
 21 A I think so.
 22 Q So this is your second -- February 1 is
 23 your -- is the second appearance on the eviction;
 24 correct?
 25 A That's correct.

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1 Q This is the time you're talking about you
 2 remember talking to the magistrate about the land
 3 installment contract?
 4 A That is correct.
 5 Q You're sure you had the contract with you
 6 on February 1?
 7 A Yes.
 8 Q Now, it says up there -- see that top
 9 column, where it's checked, EO23?
 10 A Um-hmm.
 11 Q Yes?
 12 A Yes.
 13 Q It says, Case called: Trial had.
 14 A Yes.
 15 Q Do you see that? Now, was there -- well,
 16 first of all, who was there? Who do you remember
 17 being there on February 1?
 18 A Mr. Bigelow and myself.
 19 Q What about Mr. Meckstroth, was he there?
 20 A No.
 21 Q Was it the same magistrate as you had the
 22 first time?
 23 A No.
 24 Q Different magistrate?
 25 A Yes.

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1 Q Was there testimony taken?
 2 A Yes, there was.
 3 Q So, Mr. Bigelow testified?
 4 A Yes.
 5 Q And you testified?
 6 A Yes.
 7 Q Both of you were put under oath; right?
 8 A Yes.
 9 Q Did anybody else testify other than the
 10 two of you?
 11 A Not that I know of.
 12 Q You explained to the magistrate that you
 13 had this land installment contract --
 14 A Correct.
 15 Q -- right --
 16 A Correct.
 17 Q -- and that you didn't feel you should be
 18 evicted --
 19 A That is correct.
 20 Q -- because of that?
 21 A Correct.
 22 Q Did you also talk about the animals in
 23 your home and the roof hadn't been fixed?
 24 A I'm pretty sure, yes, I did.
 25 Q So, all the issues -- the issues that you

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1 had with Mr. Bigelow --
 2 A Yes.
 3 Q -- the problems that you had with him --
 4 A Yes.
 5 Q -- you raised those at that hearing,
 6 didn't you?
 7 A Pretty -- I think so. I think so.
 8 Um-hmm.
 9 Q Well, were there any issues or problems
 10 that you had with Mr. Bigelow that you didn't tell
 11 the magistrate about at that hearing?
 12 A I can't remember. I -- basically, I
 13 was -- my whole thing was that I assumed -- my
 14 assumption was with the land contract. And that --
 15 I'm pretty sure I told her that I had the money with
 16 me, you know, and what the problems were.
 17 Q Right. You knew that was your day in
 18 court, right, that was the time that you were going
 19 to tell the court what the dispute was about --
 20 A Pretty much so, yes.
 21 Q -- right? As you sit here today, can you
 22 think of any problems or issues that you had with
 23 Mr. Bigelow, that you didn't tell the magistrate
 24 about on February 1?
 25 A I can't remember by -- I mean, at that

1 next time that we were going to go to court, because
 2 she had questions about whether or not this land
 3 contract was valid.
 4 Q All right. Well, was it your
 5 understanding, as of February 1 -- if you look at
 6 that first paragraph there --
 7 A Um-hmm.
 8 Q -- it says: Defendant found guilty as
 9 charged. It's considered the Plaintiff have
 10 restitution of the premises as described in the
 11 statement of claim. Do you see that?
 12 A Oh, I didn't pay any attention to that. I
 13 don't know if I paid any attention to this, or not.
 14 Q Well --
 15 A This was the last -- I think this was the
 16 last one. I don't know if this was the one before
 17 that, or not.
 18 Q Well, was it your understanding, as of
 19 February 1, that the magistrate granted the eviction
 20 and that you were being --
 21 A Well, this is --
 22 Q Wait, let me finish.
 23 A What I'm trying to say is, this is not the
 24 one for the second hearing.
 25 Q What do you mean, it's not the one for the

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1 time. I mean, basically what I stated were the
 2 things that I thought, you know, were true.
 3 Q Right. The land contract; right?
 4 A Right.
 5 Q You shouldn't be evicted?
 6 A Right.
 7 Q And he didn't do the work on the roof that
 8 he was supposed to do?
 9 A Yeah, that's why I withheld the money.
 10 Q On Exhibit 17 --
 11 A Yes.
 12 Q -- that -- you signed that, didn't you?
 13 A Yes.
 14 Q That's your signature down there, at the
 15 bottom?
 16 A Yes.
 17 Q What do you remember the magistrate saying
 18 after the parties testified?
 19 A That there was a question about the --
 20 well, first of all, I said there was a land
 21 contract. Mr. Bigelow said there wasn't. The
 22 magistrate questioned who Mr. Bigelow, the Fourth,
 23 or whoever it was on the contract. Then the
 24 magistrate said that -- she asked some questions
 25 about this, and that he should bring an attorney the

1 second hearing?
 2 A I don't think so. I don't think so. I
 3 think this is the one for the third hearing. This
 4 is not the one for the second hearing.
 5 Q How many hearings did you go to?
 6 A Three.
 7 Q Okay. Well, we know the first one was set
 8 for January 18th --
 9 A Um-hmm.
 10 Q -- right?
 11 A Right.
 12 Q And this is dated February 1?
 13 A Okay. Then we had another one after that.
 14 Q Okay. Well, we'll get to that. We're on
 15 number two right now. Okay?
 16 A Oh, okay.
 17 Q So, Exhibit 17 here, was it your
 18 understanding that the magistrate granted the
 19 eviction and ordered you out?
 20 A No --
 21 Q No?
 22 A -- because we had a third hearing.
 23 Q Okay. So, what did the magistrate do on
 24 February 1?
 25 A I -- he can -- at the second hearing, they

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1 continued it for the third hearing.
 2 Q So, it's your understanding, the
 3 magistrate didn't do anything on February 1?
 4 A That was my understanding. I was -- I
 5 was -- it was continued to the third hearing.
 6 MR. BLESSING: Excuse me, Gary. I
 7 think -- I don't know, intentionally or
 8 unintentionally, you're assuming that the
 9 second hearing was on February 1.
 10 MR. LEWIS: Well, I think that's what he
 11 said.
 12 MR. BLESSING: If you could ask him that
 13 question, just to clear things up, that might
 14 shed some light if he is testifying it was on
 15 February 1, or not.
 16 A Yeah. I don't know if the second hearing
 17 was. But I know that we had three hearings.
 18 Q All right.
 19 A At the third hearing, that's when
 20 something like this happened --
 21 Q Something like?
 22 A -- not the second -- not the second
 23 hearing.
 24 Q Are you saying that there was a hearing
 25 between January 18th and February 1?

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1 A I assume it was. I don't know.
 2 Q Do you know?
 3 A No, I -- I can't remember. I know we had
 4 three hearings.
 5 Q At the third hearing, did the magistrate
 6 order the eviction and order you out of the
 7 premises?
 8 A Yes.
 9 Q You've already said, at the second hearing
 10 you talked about the land installment contract. Is
 11 that still accurate?
 12 A That is correct.
 13 Q Did you talk about the land contract at
 14 the third hearing, too?
 15 A Yes.
 16 Q Do you know what day it was that the
 17 magistrate granted the writ and ordered you out?
 18 A No, I do not.
 19 Q Did you have the money -- at some point,
 20 did you have the money in court with you?
 21 A Yes, I did.
 22 Q Was that hearing two, or three, or what?
 23 A I had the money there at all three.
 24 Q Um-hmm.
 25 A At the third one, I told the judge that I

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1 had the money there with me and that I was willing
 2 to pay the money. Mr. Bigelow refused the money.
 3 Q Did you tell the magistrate, at hearing
 4 two, that you had the money with you?
 5 A I think so. I had the money.
 6 Q How much money did you have with you?
 7 A I had the \$700 that I owed for the rent.
 8 Q Well, by now we're into February of 2000.
 9 A Well, what I'm saying is, the original
 10 thing was for \$700.
 11 Q Right.
 12 A That was the money that I was bringing to
 13 him for that amount of money that I owed.
 14 Q Right. So you had the rent for November
 15 and December of 1999 --
 16 A Right. That was --
 17 Q -- with you; right?
 18 A That was the money that I had been
 19 holding.
 20 Q Yeah. Had you made any payments for
 21 January and February?
 22 A Well, I --
 23 Q Let me finish now. Had you made rent
 24 payments to Mr. Bigelow for January and February of
 25 2000?

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1 A I hadn't made any payments to him, at all.
 2 Q So, the money that you brought with you
 3 was for November and December?
 4 A The money that I was being --
 5 Q November and December of '99?
 6 A Yes. The money that I was being evicted
 7 for, that's the money I kept with me.
 8 (Defendants' Exhibit 18 marked
 9 for identification.)
 10 BY MR. LEWIS:
 11 Q Sir, you're being shown Exhibit 18. Do
 12 you see that?
 13 A Um-hmm.
 14 Q In bold type down there, it says:
 15 Judgment was rendered on February 1, 2000 that the
 16 plaintiff have restitution of said premises.
 17 Do you see that?
 18 A Um-hmm.
 19 Q Yes?
 20 A Yes.
 21 Q Then, the next paragraph: You are
 22 therefore hereby commanded to cause the defendant to
 23 be removed from said premises, et cetera.
 24 Does this refresh your recollection about
 25 when the order went on that you were to be removed

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1 from the premises?

2 A Yes.

3 Q According to this, it was February 1;

4 correct?

5 A Okay. Okay. But I'm saying, I went -- I

6 went -- what was happening is that I had three court

7 dates.

8 Q I understand.

9 A Okay.

10 Q You believe that between -- you didn't

11 have one -- you didn't have another court date after

12 February 1, did you, when --

13 A I'm not --

14 Q -- when you were ordered out?

15 A No. I don't know whether it was after --

16 I don't think so.

17 Q Right. You think there was one between

18 January 18th and February 1?

19 A I'm pretty sure, yes.

20 Q All right. But it's clear from this

21 that -- and this is signed by Judge Kenney -- that

22 you were ordered out of the premises. And he signed

23 this on February 1, 2000; right?

24 A Well, the -- the lady who -- it was a lady

25 judge who ordered the eviction. It wasn't a man.

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1 So I don't know -- so, James Kenney, I don't know

2 anything about that.

3 Q Ellen Wolf? Ellen Wolf, does that name

4 ring a bell with you?

5 A That's probably who it was.

6 Q You believe that on February 1, Ellen Wolf

7 made the determination that you were going to be

8 evicted?

9 A I don't know if it was February 1, or not.

10 I know she made the determination.

11 Q Okay. Was it on or about February 1?

12 A I assume. I don't know. See, I don't

13 know -- what I'm saying is, I don't know about the

14 James Patrick. I know about the -- I know the lady

15 who --

16 Q Right.

17 A -- it was a female judge, and -- so, I

18 don't know anything about James Patrick.

19 Q Ellen was her first name, was it?

20 A I think. I don't know what her name was.

21 I know she was a lady. I know, probably her name

22 wasn't James.

23 Q Right, it wasn't.

24 A Okay.

25 Q Now, when the eviction was ordered, did

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1 you understand that it was scheduled for

2 February 9th of 2000?

3 A I think so, yes.

4 Q So, when you left the last court hearing,

5 whatever date that was --

6 A Um-hmm.

7 Q -- you knew that you were scheduled to be

8 evicted on February 9th of 2000?

9 A Yes.

10 Q Now, did you contact a lawyer between --

11 before February 9th of 2000?

12 A No. No.

13 Q Did you contact Mr. Bigelow before

14 February 9th?

15 A Well, I --

16 Q Listen now. Did you contact Mr. Bigelow

17 before February 9th of 2000?

18 A No. But I had already talked to him at

19 the court, and he refused the money.

20 Q He refused the \$700?

21 A He refused any money.

22 Q Well, how much were you offering him at

23 the time?

24 A I was offering -- I said that I had the

25 money for the past due rent.

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1 Q The 700?

2 A Right. He refused any money. He also

3 said there was no land contract.

4 Q Just so we're clear, there never was a

5 land contract that was signed by you, was there,

6 sir?

7 A I assumed that there was. I assumed that

8 all those things were signed.

9 Q Did you ever sign a land installment

10 contract?

11 A I signed everything that was put before

12 me. I assumed that was one of the documents.

13 Q All right. Can you show me a land

14 installment contract that bears your signature?

15 A Well, I'm saying, that was the one that --

16 that was the land contract. When I received a copy

17 of it, that's what I got.

18 Q I know you got it.

19 A And, so, I don't know -- you know, it was

20 my assumption that all those things were signed.

21 Q Right. So, you assumed you signed a land

22 contract; is that your testimony?

23 A Yes. Yes. I also signed something else.

24 I also signed some -- probably some other papers,

25 other than the ones that were in there.